

STATE OF DELAWARE



DELAWARE HEALTH  
AND SOCIAL SERVICES

**Division of Management Services**  
1901 N. DuPont Highway  
New Castle, DE 19720

**REQUEST FOR PROPOSAL NO. HSS – 11-041**

**FOR**

**EMERGENCY/TRANSITIONAL HOUSING SHELTER OPERATIONS GRANT**

**FOR**

**THE DIVISION OF STATE SERVICE CENTERS  
DELAWARE HEALTH AND SOCIAL SERVICES  
HERMAN M. HOLLOWAY SR CAMPUS  
1901 NORTH DUPONT HIGHWAY  
NEW CASTLE, DE 19720**

Deposit	Waived
Performance Bond	Waived

**Date Due: June 20, 2011  
11:00 A.M. LOCAL TIME**

**A mandatory pre-bid meeting will be held on May 19, 2011 at 1:00 PM. at the Main Administration Building, Third Floor Conference Room 301, Herman Holloway Campus, 1901 N. DuPont Highway, New Castle, DE 19720. "All Bidders Who Wish To Bid On This Proposal Must Be Present, On Time, At The Mandatory Pre-Bid Meeting. No Proposals Will Be Accepted From Bidders Who Either Did Not Attend The Mandatory Pre-Bid Meeting Or Who Are More Than Fifteen (15) Minutes Late. Due to space limitations it is requested that bidders limit representation to 2 individuals. Bidders should RSVP by calling (302) 255-9290.**

## REQUEST FOR PROPOSAL #HSS-11-041

**Proposals** for Emergency/Transitional Housing Shelter Operations Grant for the Division of State Service Centers will be **received** by:

Delaware Health and Social Services  
Herman M. Holloway Sr. Campus  
Procurement Branch  
Main Administration Bldg, Sullivan Street  
Second Floor, Room #257  
1901 North DuPont Highway, New Castle, Delaware 19720

Proposals will be accepted until **June 20, 2011 @ 11:00 AM**. At which time the proposals will be opened and recorded.

A **mandatory pre-bid meeting** will be held on **May 19, 2011 @ 1:00 PM** at the **Main Administration Building, Third Floor Conference Room 301, Herman Holloway Campus, 1901 N. DuPont Highway, New Castle, DE 19720**.

For further information please call 302-255-9290.

**"All Bidders Who Wish To Bid On This Proposal Must Be Present, On Time, At The Mandatory Pre-Bid Meeting. No Proposals Will Be Accepted From Bidders Who Either Did Not Attend The Mandatory Pre-Bid Meeting Or Who Are More Than Fifteen (15) Minutes Late."**

In the event that state offices are closed on the day of the pre-bid meeting due to a State of Emergency declared by the Governor of Delaware, the pre-bid meeting will be cancelled or postponed. The status of the pre-bid meeting will be posted to the RFP website as soon as possible at <http://bids.delaware.gov>. If the pre-bid meeting is cancelled, written questions will be accepted, in lieu of the pre-bid meeting, in accordance with the instructions presented in Section VI. D. of this document. If the pre-bid meeting is postponed, the new date and time will be posted to the RFP website.

### **Obtaining Copies of the RFP**

This RFP is available in electronic form [only] through the State of Delaware Procurement Website at <http://bids.delaware.gov>.

### **Public Notice**

Public notice has been provided in accordance with 29 *Del. C.* § 6981

## NOTIFICATION TO BIDDERS

Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware; during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. The Evaluation/Selection Review Committee will consider these Additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid."

There will be a ninety (90) day period during which the agency may extend the contract period for renewal if needed.

**IMPORTANT: ALL PROPOSALS MUST HAVE OUR HSS NUMBER ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED.**

**FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:**

BRUCE KRUG  
DELAWARE HEALTH AND SOCIAL SERVICES  
PROCUREMENT BRANCH  
MAIN ADMIN BLD, SULLIVAN STREET  
2<sup>ND</sup> FLOOR –ROOM #257  
1901 NORTH DUPONT HIGHWAY  
HERMAN M. HOLLOWAY SR. HEALTH AND  
SOCIAL SERVICES CAMPUS  
NEW CASTLE, DELAWARE 19720  
PHONE: (302) 255-9290

### **IMPORTANT: DELIVERY INSTRUCTIONS**

**IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT THE PROPOSAL HAS BEEN RECEIVED BY THE PROCUREMENT UNIT OF THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES BY THE DEADLINE.**

**ATTENTION BIDDERS:** Your proposal must include a cover letter and the forms in Appendices C, D, E and F signed and with all information on the forms complete.

**The issuance of this Request for Proposals (RFP) neither commits the Delaware Department of Health and Social Services, Division of State Service Centers, to award a contract, to pay any costs incurred in the preparation of a proposal or subsequent negotiations, nor to procure or contract for the proposed services. The Division reserves the right to reject or accept any or all proposals or portion thereof, to cancel in part or in its entirety this Request for Proposals, or to delay implementation of any contract which may result, as may be necessary to meet the Department's funding limitations and processing constraints. The Department and Division reserve the right to terminate any contractual agreement upon fifteen (15) days notice in the event that the State determines that State or Federal funds are no longer available to continue the contract.**

**Organizations Ineligible to Bid**

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

**REQUEST FOR PROPOSAL FOR EMERGENCY/TRANSITIONAL HOUSING SHELTER  
OPERATIONS GRANT  
FOR  
THE DIVISION OF STATE SERVICE CENTERS**

**Availability of Funds**

Funds are available for the selected vendor to provide services in the area of Emergency/Transitional Housing Shelter Operations. Contract renewal is possible for up to four (4) additional years contingent on funding availability and task performance.

**Pre-Bid Meeting**

A pre-bid meeting will be required. The meeting will be on **May 19, 2011 @1:00 PM** at the following location.

DELAWARE HEALTH AND SOCIAL SERVICES  
MAIN ADMIN BLD., SULLIVAN STREET  
3rd FLOOR CONFERENCE ROOM #301  
1901 NORTH DUPONT HIGHWAY  
HERMAN M. HOLLOWAY SR.  
HEALTH AND SOCIAL SERVICES CAMPUS  
NEW CASTLE, DELAWARE 19720

All bidders who wish to bid on this proposal must be present on time at the **mandatory pre-bid meeting**. No proposals will be accepted from agencies that either did not attend the mandatory Pre-Bid Meeting or who are MORE than 15 minutes late. Bidders may ask clarifying questions regarding this request for proposal at the pre bid meeting. Responses to questions posed at the pre-bid meeting will be distributed to bidders attending the pre-bid meeting.

**Further Information**

Inquiries regarding this RFP should be addressed to:

Robert M. Broesler  
Senior Social Services Administrator  
1901 N. DuPont Highway  
New Castle, DE 19720  
Email address: [Robert.broesler@state.de.us](mailto:Robert.broesler@state.de.us)  
FAX #: 302-255-4463

### **Restrictions on Communications with State Staff**

From the issue date of this RFP until a contractor is selected and the selection is announced, bidders are NOT allowed to contact any State Service Center staff, except those specified in this RFP, regarding this procurement. Contact between contractors and Emergency/Transitional Housing Shelter Operations is restricted to emailed or faxed questions concerning this proposal. Questions must be submitted in writing and will be addressed in writing.

Questions are due by May 13, 2011 and will be addressed at the pre-bid meeting. The complete list of questions and their answers will be released via e-mail or fax to the vendors that submitted any questions or attended the pre-bid meeting. The complete list of questions and their answers will also be posted on the internet at <http://bids.delaware.gov>

Following the pre-bid meeting, bidder communication is limited to Bruce Krug, Procurement Administrator, Delaware Health and Social Services. The central phone number for the Procurement office is (302) 255-9290.

### **Contact with State Employees**

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact(s) regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business. In the case of such exception, communication may not include an active RFP.

## TABLE OF CONTENTS

	<u>Page</u>
I. Background	<u>8</u>
II. Scope of Services	<u>9</u>
III. Special Terms and Conditions	<u>10</u>
IV. Format and Content of Response	<u>14</u>
V. Budget	<u>17</u>
VI. General Instructions for Submission	<u>18</u>
VII. Selection Process	<u>23</u>
Appendix A:	Budget Summary Sheet
Appendix B:	Budget Worksheet
Appendix C:	Bidder's Signature Form
Appendix D:	Certification Sheet
Appendix E:	Statement of Compliance Form
Appendix F:	OMWBE Self-Certification Tracking Form & Definitions
Appendix G:	Contract Boilerplate
Appendix H:	Administrative Questionnaire
Appendix I:	Shelter Questionnaire
Appendix J:	Notification Form

**REQUEST FOR PROPOSAL FOR EMERGENCY/TRANSITIONAL HOUSING SHELTER  
OPERATIONS  
FOR  
THE DIVISION OF STATE SERVICE CENTERS**

**I. INTRODUCTION**

**A. Background**

Delaware Health and Social Services (DHSS), the largest cabinet department, was created in 1970. Its mission is to improve the quality of life for Delaware's citizens by promoting health and well-being, fostering self-sufficiency, and protecting vulnerable populations. There are 12 divisions within DHSS plus the Office of the Secretary, which integrates the activities of separate divisions/units.

The Division of State Service Centers (DSC) helps people in crisis find the information they need, when they need it most. This division focuses on assisting low-income or vulnerable individuals, families and communities in the State of Delaware through a statewide network of 14 State Service Centers and partnerships with community organizations.

The mission of the Division of State Service Centers is to provide convenient access to human services, assist vulnerable populations, support communities, and promote volunteer and service opportunities.

The Office of Community Services (OCS) provides a range of services to low-income Delawareans that are targeted and designed to allow them to develop the capacity to improve their standard of living and become more self-sufficient. The services in some cases are critical in that they include crisis alleviation from utility shut off, homelessness prevention, and an array of support services to assist in creating more stable families and communities. The OCS also administers the Emergency Housing Assistance Fund (EHAF), one of the Special Funds listed annually within Delaware's tax form, based solely on taxpayer contributions. All OCS services are provided contractually through a statewide network of private, non-profit and community organizations.



## **B. Project Goals**

The Delaware Health and Social Services, Division of State Service Centers, Office of Community Services (DHSS/DSSC/OCS) is soliciting proposals from private, non-profit agencies in Delaware that provide emergency and/or transitional housing shelter services to homeless individuals and families. The funding that is available through this Request for Proposal (RFP) is 100% State General Funds. These funds are intended to assist shelter agencies as they serve families and individuals who find themselves in crisis situations, such as unemployment, family conflict, displacement, eviction, fire or utility failure. Some individuals and families have insufficient income and/or support systems, which impact their opportunity to obtain a safe place to live. The non-profit shelter agencies that receive contracts under this program must use the funds to support operating costs required to provide adequate room, board, resident supervision, maintenance, and management for emergency and transitional housing shelters. All costs associated with operating a shelter, including salaries can be covered under the contract.

## **II. SCOPE OF SERVICES**

All emergency and/or transitional housing programs that have a facility housing eight (8) or more homeless adults and children on a temporary basis must meet the requirements of Subchapter V, Chapter 79, Title 29 of the Delaware Code that was signed into law in July of 1990. (View Delaware Code Online at [www.Delaware.gov](http://www.Delaware.gov).) The law is entitled: "Minimum Standards for Congregate Housing Facilities for the Homeless."

Transitional housing programs in which each household resides in an apartment unit are not subject to the provisions of this law, although most abide by its provisions, with the exception of 24-hour resident supervision. Facilities that have private rooms, but common kitchen, bathroom, and/or living room areas are subject to the provisions of the law.

### **Minimum Standards for Congregate Housing Facilities for the Homeless are:**

1. Supervising the premises at all times with a responsible adult resident manager;
2. Record keeping of the name, last known residence, Social Security number (if any), and destination of each resident upon leaving the facility;
3. Maintaining the interior and exterior premises in a clean and sanitary condition and in compliance with all Federal, State of Delaware local

- laws, rules, and regulations relating to the cleanliness of multi-family dwellings in general;
4. Publishing and posting, in prominent places, a standard of conduct for residents which is not disruptive to others in the facility, to the community, or to the residents of neighboring residences or businesses;
  5. Prohibiting the use of alcohol or illegal drugs;
  6. Prohibiting loud or boisterous behavior, music, or other noise violation of State or local noise laws, rules and regulations that deprives other residents of the quiet enjoyment of the facility;
  7. Making every effort to enlist the services of social agencies, public or private, to assist residents to move back into the mainstream of society, including, but not limited to, Alcoholics Anonymous, substance abuse counseling, employment counseling, and skills training;
  8. Notifying the chief executive officer of the county or municipality in which the facility is located that it is, or intends to be, conducting such a facility and the location thereof.

**Motel stays will not be funded through this Request for Proposal.**

**A. Who May Apply**

Private, non-profit organizations that operate emergency housing and/or transitional housing sites for homeless persons in the State of Delaware may apply. Emergency housing sites generally limit residents' length of stay to an average of thirty (30) days. Transitional housing sites allow stays that generally range from two months to two years. All applicant agencies are required to have 24 hour paid staff monitoring each site. **Additionally, no shelter will have a policy requiring residents to vacate their shelter during the day**, with the exception of general maintenance and cleaning of the facility, special circumstances or emergencies

**III. SPECIAL TERMS AND CONDITIONS**

**A. Length of Contract**

Contract term is 9 months (October 1, 2011 – June 30, 2012) with the possibility of renewal for up to four (4) additional years contingent on funding and satisfactory performance.

## **B. Subcontractors**

The use of subcontractors will be permitted for this project. If a subcontractor is going to be used, this needs to be specified in the proposal, with an identification of the proposed subcontractor, the service(s) to be provided, and its qualifications to provide such service(s). Subcontractors will be held to the same requirements as the primary contractor. The contract with the primary contractor will bind sub or co-contractors to the primary contractor by the terms, specifications, and standards of the RFP. All such terms, specifications, and standards shall preserve and protect the rights of the agency under the RFP and any subsequent proposals and contracts with respect to the services performed by the sub or co-contractor, so that the sub or co-contractor will not prejudice such rights. Nothing in the RFP shall create any contractual relation between any sub or co-contractor and the agency.

The proposed subcontractors must be approved by the Division of State Service Centers.

## **C. Funding Disclaimer Clause**

Delaware Health and Social Services reserves the right to reject or accept any bid or portion thereof, as may be necessary to meet the Department's funding limitations and processing constraints. The Department reserves the right to terminate any contractual agreement upon fifteen (15) calendar days written notice in the event the state determines that state or federal funds are no longer available to continue said contractual agreement.

## **D. Reserved Rights**

Notwithstanding anything to the contrary, the Department reserves the right to:

- Reject any and all proposals received in response to this RFP;
- Select a proposal other than the one with the lowest cost;
- Waive or seek clarification on any information, irregularities, or inconsistencies in proposals received;
- Negotiate as to any aspect of the proposal with the bidder and negotiate with more than one bidder at a time;

- If negotiations fail to result in an agreement within two (2) weeks, the Department may terminate negotiations and select the next most responsive bidder, prepare and release a new RFP, or take such other action as the Department may deem appropriate.

#### **E. Termination Conditions**

The Department may terminate the contract resulting from this RFP at any time that the vendor fails to carry out its provisions or to make substantial progress under the terms specified in this RFP and the resulting proposal.

Prior to taking the appropriate action as described in the contract, the Department will provide the vendor with thirty (30) days notice of conditions endangering performance. If after such notice the vendor fails to remedy the conditions contained in the notice, the Department shall issue the vendor an order to stop work immediately and deliver all work and work in progress to the State. The Department shall be obligated only for those services rendered and accepted prior to the date of notice of termination.

The Contract may be terminated in whole or part:

- a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,
- b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services,
- c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified.

#### **F. Contractor Monitoring/Evaluation**

The contractor may be monitored/evaluated on-site on a regular basis. Failure of the contractor to cooperate with the monitoring/evaluation process or to resolve any problem(s) identified in the monitoring/evaluation may be cause for termination of the contract.

#### **G. Contract Reporting**

In response to a call from Congress to collect data on the number of homeless, the use of services and the ability of local agencies to meet the needs of their clients, the US Department of Housing and Urban

Development (HUD) mandated the development and implementation of a standardized system for collecting relevant data. The Delaware Homeless Planning Council (HPC) received funding to implement and administer such a system. The HPC selected Bowman Internet Systems' ServicePoint™, a web-based information management system that provides client tracking and case management, service and referral management, bed availability for shelters, resources indexing and reporting. The HPC then began developing the Homeless Information System now known as the Delaware Homeless Management Information System or DE-HMIS.

A Homeless Management Information System or HMIS is the use of computer technology for collecting client information and service needs over time. An HMIS is an integrated system that links service agencies within the region's Continuum of Care (CoC) and produces aggregate and client level data. The data can provide information about the number of homeless persons, the use of services, and the needs for resources. The use of DE-HMIS will lead to: a more comprehensive picture of homeless and service needs in the area; a decrease in the time it takes to prepare and submit regular reports; more staff time devoted to direct service rather than administrative reporting; better targeting of funding; and improved homeless services through identification of supply and demand issues. The DE-HMIS is designed to identify the gaps in services to clients of human services in an attempt to end homelessness. The project is committed to balancing the interests and needs of all individuals and agencies involved. The DE-HMIS is offered to homeless housing providers in the entire state of Delaware.

As a funding source, the Division of State Service Centers, Office of Community Services (DSSC/OCS) has required that all agencies awarded a contract from this RFP must participate in the DE-HMIS. **Therefore, applicant agencies must currently be, or take immediate steps to become, a registered, active and consistent user of the DE-HMIS.** Shelter agencies awarded a contract with DSSC/OCS that are not currently registered users of the DE-HMIS must fulfill this requirement within ninety (90) days of the contract start date. Annual user fees associated with the DE-HMIS program can be paid with this funding grant. For more information about the DE-HMIS program, please contact the Homeless Planning Council at 302-654-0126.

#### **H. Payment:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The

contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

#### **I. W-9 Information Submission**

Effective January 5, 2009, a new vendor process and use of the new Delaware Substitute Form W-9 will be implemented by the Delaware Division of Accounting. With the development of the new Delaware Substitute Form W-9, state organizations will no longer be responsible for collecting the Form W-9 from vendors. The vendor will have the capability of submitting the required Form W-9 electronically and directly to the Delaware Division of Accounting for approval. The vendors will submit their Form W-9 by accessing this website, <http://accounting.delaware.gov/>. The vendor will complete the secure form, read the affirmation, and submit the form by clicking the "Submit" button. Delaware Division of Accounting staff will review the submitted form for accuracy, completeness, and standardization. Once all the requirements are met, the form will be uploaded to the vendor file and approved. The vendor is then able to be paid for services provided.

For those vendors that do not have internet access, a printable version of the Delaware Substitute Form W-9 can be faxed or mailed to the vendor. Upon completion, the vendor will then fax or mail the form directly to the vendor staff at the Delaware Division of Accounting. All vendor requests, additions and changes, will come directly from the vendor. Questions for vendors who do not have internet access, contact vendor staff at (302) 734-6827.

**This applies only to the successful bidder and should be done when successful contract negotiations are completed. It is not a required to be done as part of the submission of the bidder's proposal.**

#### **IV. FORMAT AND CONTENT OF RESPONSE**

Proposals shall contain the following information, adhering to the order as shown:

##### **A. Bidder's Signature Form**

This form, found in the Appendix C, must be completed and signed by the bidder's authorized representative.

## **B. Title Page**

The Title page shall include: 1) the RFP subject; 2) the name of the applicant; 3) the applicant's full address; 4) the applicant's telephone number; 5) the name and title of the designated contact person; and 6) bid opening date due date: **June 20, 2011**

## **C. Table of Contents**

The Table of Contents shall include a clear and complete identification of information presented by section and page number.

## **D. Confidential Information**

The following items are required in response to this RFP and are to be included in a separate section of your proposal and marked as confidential. These items are: **1) Certificate of Insurance; 2) Certificate of Incorporation; 3) Tax Exempt Status Documentation; 4) Current Board of Directors Roster; 5) Organizational Chart; 6) Annual Report; and 7) Agency Audit.**

## **E. Qualifications and Experience**

This section shall contain sufficient information to demonstrate experience and staff expertise to carry out the project. A statement must be included that the vendor either has or certifies he/she will secure a Delaware Business License prior to initiation of the project. Attach articles of incorporation and IRS certification of tax exempt status if applicable.

The specific individuals who will work on this project must be identified, along with the nature and extent of their involvement. The qualifications of these individuals shall be presented (in resumes or other formats). If conducting this project will require hiring of one or more individuals who are not currently employed by the bidding organization, applications shall provide detailed job descriptions, including required qualifications and experience.

If subcontractors are to be used, the proposal shall also contain similar information regarding each subcontractor.

## **F. Bidder References**

The names and phone numbers of at least three (3) organizations/agencies for whom the vendor carried out a similar project must be included. If no similar project has been conducted, others requiring comparable skills can be used.

Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware; during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. The Evaluation/Selection Review Committee will consider these additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid.

## **G. Proposed Methodology and Work Plan**

This section shall describe in detail the approach that will be taken to carry out the activities described in the Scope of Services section of this RFP. Specific completion dates for the various tasks must be shown. The workplan shall outline specific objectives, activities and strategies, and resources.

## **H. Certification and Statement of Compliance**

The bidder must include statements that the applicant agency complies with all Federal and Delaware laws and regulations pertaining to equal opportunity and affirmative action. In addition, compliance must be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in health care delivery and in the collection and reporting of data. (See Appendices D & E)

## **I. Standard Contract**

Appendix G is a copy of the standard boilerplate contract for the State of Delaware, Delaware Health and Social Services, Division of State Service Centers. This boilerplate will be the one used for any contract resulting from this Request for Proposal. If a bidder has an objection to any contract provisions or the RFP and its procurement provisions,



objections shall be stated in the Transmittal Letter of the bidder's proposal. Execution of the contract is NOT required with proposal submission. The contract is provided as a courtesy for review by an interested bidder's legal group.

**J. Administrative Questionnaire**

Found in Appendix H of this RFP; must be completed by authorized applicant agency staff.

**K. Shelter Questionnaire Form**

Found in Appendix I, must be completed based on an **average** of all sites; it is **not** necessary to complete one form for each site. Attach any additional information as needed to explain your averages if needed.

**L. Notification Form**

Found in Appendix J. Applicant agency shall **list all Contracts awarded to it or its predecessor firm(s) by the State of Delaware** during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. The Proposal Review Team may consider these as additional references and may contact each of these sources. Information regarding applicant's performance gathered from these sources may be included in the Team's deliberations and factored into the final scoring of the proposal. Failure to list any contract as required by this paragraph will be grounds for immediate rejection of the proposal.

**V. BUDGET**

Vendor will submit a line item budget, **for each contract year**, using a format mirroring that in Appendices A & B. Modifications to the budget after the award must be approved by the Division of State Service Centers.

Applicants shall also describe any factors that may have an impact on the cost and should suggest a payment schedule contingent upon completion of the various tasks.

1. Budget Forms:

- Expense / Request / Cost Shared Form: Found in Appendix A; complete each column with applicable cost figures.

**Note: Column 2 only requests a projected 9 month budget referring to the period 10/1/11-6/30/12.**

- Salary / Staff Position Form: Found in Appendix A, to be completed in accordance with the instructions attached, **ONLY** if OCS funding will be used to support salaries or any portion thereof. Personnel should be identified by position and not by name.
- Funding Narrative: Attach a final narrative explaining your agency's need for OCS funding. Compile information from the above form to justify your agency's need for OCS funding in relation to other funding sources.

## **VI. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS**

### **A. Number of Copies Required**

Two (2) original **CDs** (Each Labeled as "Original") and six (6) **CD** copies (Each labeled as "Copy"). In addition, any required confidential financial or audit information relating to the company and not specifically to the proposal may be copied separately to one set of up to three (3) additional CDs (Each labeled "Corporate Confidential Information"). All CD files shall be in PDF and Microsoft Word formats. Additional file formats (i.e. .xls, .mpp) may be required as requested.

**It is the responsibility of the bidder to ensure all submitted CDs are machine readable, virus free and are otherwise error-free. CDs (or their component files) not in this condition may be cause for the vendor to be disqualified from bidding.**

Bidders will no longer be required to make hard copies of proposals **with the exception that** one copy of a Cover Letter along with one copy each of Appendices C, D, E, and F must be submitted in hardcopy with original signatures.

The cover letter should include: bidder recognition of all addenda posted on the RFP website (<http://bids.delaware.gov>.) relative to this RFP, a statement confirming the proposal remains effective through the date shown in **(D)** below, a statement the bidder has or agrees to obtain a Delaware business license if awarded a contract, a statement confirming pricing was arrived at without collusion.

The responses to this RFP shall be submitted to:

BRUCE KRUG  
Division of Management Services  
Delaware Health and Social Services  
Main Administration Building, Sullivan Street  
Second Floor, Room 257  
1901 North duPont Highway  
New Castle, DE 19720

## **B. Closing Date**

All responses must be received no later than **June 20, 2011 @ 11:00 AM**.  
Later submission will be cause for disqualification.

## **C. Opening of Proposals**

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of the State of Delaware personnel. Any unopened proposals will be returned to Vendor.

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing vendors prior to contract award.

## **D. Proposal Expiration Date**

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through **Thursday, June 30, 2012**. The State of Delaware reserves the right to ask for an extension of time if needed.

## **E. Acknowledgement of Understanding of Terms**

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

## **F. Realistic Proposals**

It is the expectation of the State of Delaware that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The State of Delaware shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

#### **G. Non-Conforming Proposals**

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware

#### **H. Notification of Acceptance**

Notification of the Department's intent to enter into contract negotiations will be made in writing to all bidders.

#### **I. Questions**

All questions concerning this Request for Proposal must reference the pertinent RFP section(s) and page number(s). Questions must be in writing and can be either faxed, or emailed to:

**Robert M. Broesler**  
**Senior Services Administrator**  
**Email: [Robert.broesler@state.de.us](mailto:Robert.broesler@state.de.us)**  
**Fax: 302-255-4463**

Deadline for submission of all questions is **May 13, 2011**. Written responses will be faxed or emailed to bidders no later than **May 26, 2011**. Please include your fax number and/or your email address with your questions.

All questions and answers will be posted on <http://bids.delaware.gov>.

#### **J. Amendments to Proposals**

Amendments to proposals will not be accepted after the deadline for proposal submission has passed. The State reserves the right at any time to request clarification and/or further technical information from any or all applicants submitting proposals.

#### **K. Proposals Become State Property**

All proposals become the property of the State of Delaware and will not be returned to the bidders. The State will not divulge any information identified as confidential at the time of proposal submission provided the information resides solely on the CD (s) marked confidential.

#### **L. Non-Interference Clause**

The awarding of this contract and all aspects of the awarded bidders contractual obligations, projects, literature, books, manuals, and any other relevant materials and work will automatically become property of the State of Delaware. The awarded bidder will not in any manner interfere or retain any information in relationship to the contractual obligations of said contract, at the time of the award in the future tense.

#### **M. Investigation of Bidder's Qualifications**

Delaware Health and Social Services may make such investigation as it deems necessary to determine the ability of the bidder to furnish the required services, and the bidder shall furnish such data as the Department may request for this purpose.

#### **N. RFP and Final Contract**

The contents of the RFP will be incorporated into the final contract and will become binding upon the successful bidder. If the bidder is unwilling to comply with any of the requirements, terms, and conditions of the RFP, objections must be clearly stated in the proposal. Objections will be considered and may be subject to negotiation at the discretion of the state.

#### **O. Proposal and Final Contract**

The contents of each proposal will be considered binding on the bidder and subject to subsequent contract confirmation if selected. The

contents of the successful proposal will be included by reference in the resulting contract.

All terms, and conditions contained in the proposal will remain fixed and valid for four (4) years after proposal due date.

#### **P. Cost of Proposal Preparation**

All costs for proposal preparation will be borne by the bidder.

#### **Q. Proposed Timetable**

The Department's proposed schedule for reviewing proposals is outlined as follows:

<b><u>Activity</u></b>	<b><u>Date</u></b>
RFP Advertisement	April 29, 2011
Questions Due	May 13, 2011
Pre-bid Meeting	May 19, 2011
Answers to Questions	May 26, 2011
Bid Opening	June 20, 2011
Selection Process Begins	June 21, 2011
Vendor Selection (tentative)	July 7, 2011
DTI Approval of Business Case	August 10, 2011
Project Begins	October 1, 2011

#### **R. Confidentiality and Debriefing**

The Procurement Administrator shall examine the proposal to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified in conjunction with the Attorney General's Office. After award of the contract, all responses, documents, and materials submitted by the offeror pertaining to this RFP will be considered public information and will be made available for

inspection, unless otherwise determined by the Director of Purchasing, under the laws of the State of Delaware. All data, documentation, and innovations developed as a result of these contractual services shall become the property of the State of Delaware. Based upon the public nature of these Professional Services (RFP) Proposals a bidder must inform the state in writing, of the exact materials in the offer which CANNOT be made a part of the public record in accordance with Delaware's Freedom of Information Act, Title 29, Chapter 100 of the Delaware Code.

If a bidder wishes to request a debriefing, he must submit a formal letter to the Procurement Administrator, Herman M. Holloway Campus, Delaware Health and Social Services Main Building, 2nd Floor, Room 257, 1901 N. duPont Highway, New Castle, Delaware 19720 within 10 days after receipt of Notice of Award. The letter must specify reasons for the request.

## **VII. SELECTION PROCESS**

All proposals submitted in response to this RFP will be reviewed by an evaluation team composed of representatives of Division of State Service Centers, Delaware Health and Social Services, and others as may be deemed appropriate by the Department. Each proposal will be independently reviewed and rated against review criteria. Selection will be based upon the recommendations of the review committee.

### **A. Proposal Evaluation Criteria**

The vendor will be selected through open competition and based on the review of proposals submitted in response to this request for proposals. A technical review panel will review all proposals utilizing the following criteria. A maximum of 120 points is possible.

Upon selection of a vendor, a Division of State Service Centers representative will enter into negotiations with the bidder to establish a contract.

The following factors will be considered in determining funding levels awarded to those agencies that meet RFP requirements:

<u>Category</u>	<u>Points</u>
• Meets mandatory RFP provisions (typed, neat, required documents, etc.)	Pass/Fail
• Agency's Scope of Work (includes all required points of interest)	25
• Agency's need for funding as outlined in Budget Forms / Narrative	25

- Agency's funding request and proposed Budget is reasonable and appropriate 25
- Agency's response to Shelter Questionnaire Form 25
- Bonus Points for serving visually impaired and/or disabled persons 10
- Bonus Points for agency's documentation of EHAF promotional activities during the past 1-2 years to increase and improve public awareness. 10

---

**TOTAL POSSIBLE POINTS**

**120**

### **Special Consideration /Bonus Points**

Many of the emergency and transitional housing agencies cannot accommodate individuals with certain physical disabilities or the visually impaired. Often, the disabled or visually impaired homeless are transient due to the fact that many shelters cannot accommodate their needs. Therefore, special consideration / bonus points will be given to agencies that can offer the following minimum necessities to physically disabled and/or visually impaired persons, as listed in the Shelter Questionnaire Form:

- Spaces that are reasonably obstacle-free
- Labeling for major appliances especially in the kitchen if residents are permitted or encouraged to prepare meals
- User-friendly telephone
- Accommodations for seeing-eye dog if a client has one, there must be room for the dog to stay along side of the resident during sleep and waking periods.
- Shelter provider should be willing to allow a representative of the Division of the Visually Impaired to come in for orientation and mobility with the client. This is only necessary if the client will be staying for an extended period of time at a shelter.
- Entrance/exit ramps
- Wheelchair accessibility inside the facility
- Handicapped accessible bathrooms, bedrooms, etc.

The Emergency Housing Assistance Fund (EHAF) was established in 1984, and is one of the Special Funds listed annually within Delaware's tax forms that allows taxpayers to voluntarily contribute through the tax return check-off option. The addition of other Special Funds on Delaware's tax form and increased on-line tax filing has resulted in decreased contributions to EHAF. Therefore, special consideration / bonus points will be given to agencies that promote public awareness and contributions to



EHAF. Examples of such promotional activity include the distribution of flyers, specially printed articles within agency newsletters, posters, outreach letters, or any other creative mailings. Documentation of such promotional activity within the past 2-3 years must be provided.

## **B. Consultants and Legal Counsel**

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact consultant or legal counsel on any matter related to the RFP.

## **C. Exclusions**

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;

Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;

Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;

Has violated contract provisions such as:

Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;

Has violated ethical standards set out in law or regulation; and

Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State

contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

## **B. Project Costs and Proposed Scope of Service**

The Department reserves the right to award this project to a bidder other than the one with the lowest cost or to decide not to fund this project at all. Cost will be balanced against the score received by each bidder in the rating process. The State of Delaware reserves the right to reject, as technically unqualified, proposals that are unrealistically low if, in the judgment of the evaluation team, a lack of sufficient budgeted resources would jeopardize project success.

**APPENDIX A:**  
***BUDGET SUMMARY SHEET***

**BUDGET FORM**  
**(SITE EXPENSE / REQUEST / COST SHARED)**

Agency Name: \_\_\_\_\_

Date: \_\_\_\_\_

DESCRIPTION	Prior SFY Expenses (7/1/09- 6/30/10)	Projected Expenses (10/01/11- 6/30/12)	Projected Expenses (7/1/12- 6/30/13)	Amount Requested From OCS	Percent Requested From OCS	Other Support
<b>SALARIES &amp; FRINGES</b>						
Salaries						
Fringes						
<b>TOTAL</b>						
<b>TRAVEL/TRAINING</b>						
<b>CONTRACTUAL SVC.</b>						
Professional Services						
Postage						
Utilities						
Insurance						
Building Rent/Mortgage						
Equipment Rental/Maint.						
Printing & Binding						
Advertising						
Assoc. Dues & Conf. Fees						
DE-HMIS / HPC						
Other Contract Services						
<b>TOTAL</b>						
<b>SUPPLIES</b>						
<b>CAPITAL OUTLAY</b>						
<b>INDIRECT COSTS</b>						
<b>ALL TOTAL COSTS</b>						

Please note: all applicant agencies must attach a final funding Narrative explaining your agency's need for OCS funding, based on information from this form, to justify the need for funding in

relation to other funding sources. If funding will be used strictly for salaries, please include a description of the position being funded.

## SALARY / STAFF POSITION FORM

(Complete **only** if OCS funding will be used to support salaries or any portion thereof.)

Agency Name: \_\_\_\_\_ Date: \_\_\_\_\_

Position Title: \_\_\_\_\_

Function: \_\_\_\_\_

Scheduled Hours: \_\_\_\_\_

Annual Salary: \$ \_\_\_\_\_ Requested Support Amount: \$ \_\_\_\_\_

Position Title: \_\_\_\_\_

Function: \_\_\_\_\_

Scheduled Hours: \_\_\_\_\_

Annual Salary: \$ \_\_\_\_\_ Requested Support Amount: \$ \_\_\_\_\_

Position Title: \_\_\_\_\_

Function: \_\_\_\_\_

Scheduled Hours: \_\_\_\_\_

Annual Salary: \$ \_\_\_\_\_ Requested Support Amount: \$ \_\_\_\_\_

## **INSTRUCTIONS FOR SALARY / STAFF POSITION FORM**

**Position Title:**

List the position titles of all staff salaries for which you are requesting to support with OCS funding. Do not list employee names.

**Function:**

List the primary function performed by this position. Examples: facility maintenance; night supervision of residents; counseling of residents; financial accounting; overall management; etc.

**Scheduled Hours:**

List the days and hours scheduled for each position.

**Annual Salary:**

**APPENDIX B:**  
***BUDGET WORKSHEET***



# Budget Worksheet

(can attach additional sheets if necessary)

Category / Description	Amount
<u>Salary / Wages</u>	
List each position title: Directors, Supervisors, Healthcare Workers, Nutritionists, Drivers, Case Managers, Janitors, Instructors, Coordinators, etc	
-	-
Total: Salary / Wages	

<u>Fringe Benefits</u>	
Proportionate for above labor including Social Security, unemployment compensation, life insurance, worker's compensation, health insurance, pension, etc. that will be paid by the Agency	
Total: Fringe Benefits	

<u>Travel / Training</u>	
Include any programs staff are required to attend. Mileage reimbursement shall be no more than the IRS allowable amount. Subscriptions and association dues may be included in this category	
Total: Travel / Training	

## Budget Worksheet page 2

Category / Description	Amount
<u>Contractual</u>	
Include the portions of rent, utilities, telephone, internet, Insurance, maintenance, etc that will be paid by the Agency	
Total: Contractual	

<u>Supplies</u>	
Include office supplies, supplies for routine building maintenance (janitorial), medical supplies, program supplies, and other related expenses	
Total: Supplies	

<u>Other Equipment</u>	
Specify Items or lots costing \$1000.00 or more and having a useful life of more than one year	
Total: Other Equipment	

Budget Worksheet page 3

<u>Indirect Costs</u>	
Identify any line items contributing to total costs not delineated in the above sections	
Total: Indirect Costs	

**APPENDIX C:**  
***BIDDERS SIGNATURE FORM***



**DELAWARE HEALTH AND SOCIAL SERVICES  
REQUEST FOR PROPOSAL**

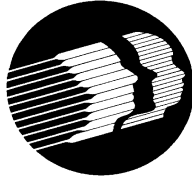
**BIDDERS SIGNATURE FORM**

NAME OF BIDDER: \_\_\_\_\_  
SIGNATURE OF AUTHORIZED PERSON: \_\_\_\_\_  
TYPE IN NAME OF AUTHORIZED PERSON: \_\_\_\_\_  
TITLE OF AUTHORIZED PERSON: \_\_\_\_\_  
STREET NAME AND NUMBER: \_\_\_\_\_  
CITY, STATE, & ZIP CODE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
FAX NUMBER: \_\_\_\_\_  
DATE: \_\_\_\_\_  
BIDDER'S FEDERAL EMPLOYERS IDENTIFICATION NUMBER: \_\_\_\_\_

**THE FOLLOWING MUST BE COMPLETED BY THE VENDOR:**

AS CONSIDERATION FOR THE AWARD AND EXECUTION BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES OF THIS CONTRACT, THE (COMPANY NAME) \_\_\_\_\_  
HEREBY GRANTS, CONVEYS, SELLS, ASSIGNS, AND TRANSFERS TO THE STATE OF DELAWARE ALL OF ITS RIGHTS, TITLE AND INTEREST IN AND TO ALL KNOWN OR UNKNOWN CAUSES OF ACTION IT PRESENTLY HAS OR MAY NOW HEREAFTER ACQUIRE UNDER THE ANTITRUST LAWS OF THE UNITED STATES AND THE STATE OF DELAWARE, RELATING THE PARTICULAR GOODS OR SERVICES PURCHASED OR ACQUIRED BY THE DELAWARE HEALTH AND SOCIAL SERVICES DEPARTMENT, PURSUANT TO THIS CONTRACT.

**APPENDIX D:**  
***CERTIFICATION SHEET***



**DELAWARE HEALTH AND SOCIAL SERVICES  
REQUEST FOR PROPOSAL**

**CERTIFICATION SHEET**

As the official representative for the proposer, I certify on behalf of the agency that:

- a. They are a regular dealer in the services being procured.
- b. They have the ability to fulfill all requirements specified for development within this RFP.
- c. They have independently determined their prices.
- d. They are accurately representing their type of business and affiliations.
- e. They will secure a Delaware Business License.
- f. They have acknowledged that no contingency fees have been paid to obtain award of this contract.
- g. The Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
- h. Unless otherwise required by Law, the prices which have been quoted in this offer have not been knowingly disclosed by the contractor and prior to the award in the case of a negotiated procurement, directly or indirectly to any other contractor or to any competitor; and
- i. No attempt has been made or will be made by the contractor in part to other persons or firm to submit or not to submit an offer for the purpose of restricting competition.
- j. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any

fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.

- k. They (check one) operate \_\_\_an individual; \_\_\_a Partnership \_\_\_a non-profit (501 C-3) organization; \_\_\_a not-for-profit organization; or \_\_\_for profit corporation, incorporated under the laws of the State of \_\_\_\_\_.
- l. The referenced offerer has neither directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Delaware Health and Social Services.
- m. The referenced bidder agrees that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all Specifications and special provisions.
- n. They (check one): \_\_\_\_\_are; \_\_\_\_\_are not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:

---

---

---

---

**Violations and Penalties:**

Each contract entered into by an agency for professional services shall contain a prohibition against contingency fees as follows:

1. The firm offering professional services swears that it has not employed or retained any company or person working primarily for the firm offering professional services, to solicit or secure this agreement by improperly influencing the agency or any of its employees in the professional service procurement process.
2. The firm offering the professional services has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working primarily for the firm offering professional services, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this agreement; and
3. For the violation of this provision, the agency shall have the right to terminate the agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.



The following conditions are understood and agreed to:

- a. No charges, other than those specified in the cost proposal, are to be levied upon the State as a result of a contract.
- b. The State will have exclusive ownership of all products of this contract unless mutually agreed to in writing at the time a binding contract is executed.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature & Title of Official Representative

\_\_\_\_\_  
Type Name of Official Representative

## **APPENDIX E**

### *STATEMENTS OF COMPLIANCE FORM*



**DELAWARE HEALTH AND SOCIAL SERVICES  
REQUEST FOR PROPOSAL**

**STATEMENTS OF COMPLIANCE FORM**

As the official representative for the contractor, I certify on behalf of the agency that \_\_\_\_\_ (Company Name) will comply with all Federal and Delaware laws and regulations pertaining to equal employment opportunity and affirmative action. In addition, compliance will be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in the collection and reporting of data.

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX F**

### **OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE SELF- CERTIFICATION TRACKING FORM**



## OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE SELF-CERTIFICATION TRACKING FORM

IF YOUR FIRM WISHES TO BE CONSIDERED FOR ONE OF THE CLASSIFICATIONS LISTED BELOW, THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL.

COMPANY NAME \_\_\_\_\_

NAME OF AUTHORIZED REPRESENTATIVE (Please print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

TELEPHONE # \_\_\_\_\_

FAX # \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL EI# \_\_\_\_\_

STATE OF DE BUSINESS LIC# \_\_\_\_\_

Note: Signature of the authorized representative must be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Delaware Health and Social Services.

Organization Classifications (Please circle)

Women Business Enterprise (WBE) Yes/No

Minority Business Enterprise (MBE) Yes/No

Please check one---Corporation \_\_\_\_\_

Partnership \_\_\_\_\_ Individual \_\_\_\_\_

For appropriate certification (WBE), (MBE), please apply to Office of Minority and Women Business Enterprise Phone # (302) 739-4206 L. Jay Burks, Executive Director Fax# (302) 739-1965

Certification # \_\_\_\_\_ Certifying Agency \_\_\_\_\_

<http://gss.omb.delaware.gov/ombwe/index.shtml>

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

CITY OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ STATE OF \_\_\_\_\_

## Definitions

**The following definitions are from the State Office of Minority and Women Business Enterprise.**

**Women Owned Business Enterprise (WBE):**

At least 51% is owned by women, or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by women; or any business enterprise that is approved or certified as such for purposes of participation in contracts subject to women-owned business enterprise requirements involving federal programs and federal funds.

**Minority Business Enterprise (MBE):**

At least 51% is owned by minority group members; or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by minority group members; or any business enterprise that is approved or certified as such for purposes of participation in contracts subjects to minority business enterprises requirements involving federal programs and federal funds.

**Corporation:**

An artificial legal entity treated as an individual, having rights and liabilities distinct from those of the persons of its members, and vested with the capacity to transact business, within the limits of the powers granted by law to the entity.

**Partnership:**

An agreement under which two or more persons agree to carry on a business, sharing in the profit or losses, but each liable for losses to the extent of his or her personal assets.

**Individual:**

Self-explanatory

For certification in one of above, the bidder must contract:

L. Jay Burks

Office of Minority and Women Business Enterprise

(302) 739-4206

Fax (302) 739-5561

## **APPENDIX G**

### *Contract Boilerplate*



**DELAWARE HEALTH  
AND SOCIAL SERVICES**

---

**CONTRACT # \_\_\_\_\_  
BETWEEN  
[DIVISION NAME HERE]  
DELAWARE DEPARTMENT OF HEALTH & SOCIAL SERVICES,  
AND  
[Contractor]  
FOR  
[TYPE OF SERVICE]**

**A. Introduction**

1. This contract is entered into between the Delaware Department of Health and Social Services (the Department), Division of \_\_\_\_\_ (Division) and \_\_\_\_\_ (the Contractor).
2. The Contract shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_ unless specifically extended by an amendment, signed by all parties to the Contract. Time is of the essence. (Effective contract start date is subject to the provisions of Paragraph C. 1. of this Agreement.)

**B. Administrative Requirements**

1. Contractor recognizes that it is operating as an independent Contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Contractor's negligent performance under this Contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Contractor in their negligent performance under this Contract.
2. The Contractor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract. The Contractor is an independent contractor and is not an employee of the State.
3. During the term of this Contract, the Contractor shall, at its own expense, carry insurance with minimum coverage limits as follows:

a) Comprehensive General Liability                      \$1,000,000  
and



	b) Medical/Professional Liability	\$1,000,000/ \$3,000,000
or	c) Misc. Errors and Omissions	\$1,000,000/\$3,000,000
or	d) Product Liability	\$1,000,000/\$3,000,000

*All contractors must carry (a) and at least one of (b), (c), or (d), depending on the type of service or product being delivered.*

If the contractual service requires the transportation of Departmental clients or staff, the contractor shall, in addition to the above coverage, secure at its own expense the following coverage:

e) Automotive Liability (Bodily Injury)	\$100,000/\$300,000
f) Automotive Property Damage (to others)	\$ 25,000

4. Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.
5. The policies required under Paragraph B. 3. must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.
6. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in Paragraph A. 2.
7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.
8. The Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as required to provide services under this Contract, to assure the quality of services provided under this Contract. The Contractor shall immediately notify the Department in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide services or conduct business. If this change in status regards

the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, the Contractor understands that such action may be grounds for termination of the Contract.

a) If a contractor is under the regulation of any Department entity and has been assessed Civil Money Penalties (CMPs), or a court has entered a civil judgment against a Contractor or vendor in a case in which DHSS or its agencies was a party, the Contractor or vendor is excluded from other DHSS contractual opportunities or is at risk of contract termination in whole, or in part, until penalties are paid in full or the entity is participating in a corrective action plan approved by the Department.

A corrective action plan must be submitted in writing and must respond to findings of non-compliance with Federal, State, and Department requirements. Corrective action plans must include timeframes for correcting deficiencies and must be approved, in writing, by the Department.

The Contractor will be afforded a thirty (30) day period to cure non-compliance with Section 8(a). If, in the sole judgment of the Department, the Contractor has not made satisfactory progress in curing the infraction(s) within the aforementioned thirty (30) days, then the Department may immediately terminate any and/or all active contracts.

9. Contractor agrees to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any other anti discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability or any other unlawful discriminatory basis or criteria.
10. The Contractor agrees to provide to the Divisional Contract Manager, on an annual basis, if requested, information regarding its client population served under this Contract by race, color, national origin or disability.
11. This Contract may be terminated in whole or part:
  - a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,
  - b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services as described in Appendix B,
  - c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified in Appendix A.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, models, maps, photographs, and reports or other material prepared by Contractor under this contract shall, at the option of the Department, become the property of the Department.

In the event of termination, the Contractor, upon receiving the termination notice, shall immediately cease work and refrain from purchasing contract related items unless otherwise instructed by the Department.

The Contractor shall be entitled to receive reasonable compensation as determined by the Department in its sole discretion for any satisfactory work completed on such documents and other materials that are usable to the Department. Whether such work is satisfactory and usable is determined by the Department in its sole discretion.

Should the Contractor cease conducting business, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors, then at the option of the Department, this Contract shall terminate and be of no further force and effect. Contractor shall notify the Department immediately of such events.

12. Any notice required or permitted under this Contract shall be effective upon receipt and may be hand delivered with receipt requested or by registered or certified mail with return receipt requested to the addresses listed below. Either Party may change its address for notices and official formal correspondence upon five (5) days written notice to the other.

To the Division at:

Division of State Service Centers  
Herman Holloway Sr Campus  
1901 North DuPont Highway  
Charles Debnam Building  
New Castle, DE 19720  
Attn: Robert M. Broesler

To the Contractor at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. In the event of amendments to current Federal or State laws which nullify any term(s) or provision(s) of this Contract, the remainder of the Contract will remain unaffected.
14. This Contract shall not be altered, changed, modified or amended except by written consent of all Parties to the Contract.

15. The Contractor shall not enter into any subcontract for any portion of the services covered by this Contract without obtaining prior written approval of the Department. Any such subcontract shall be subject to all the conditions and provisions of this Contract. The approval requirements of this paragraph do not extend to the purchase of articles, supplies, equipment, rentals, leases and other day-to-day operational expenses in support of staff or facilities providing the services covered by this Contract.
16. This entire Contract between the Contractor and the Department is composed of these several pages and the attached Appendix \_\_\_\_.
17. This Contract shall be interpreted and any disputes resolved according to the Laws of the State of Delaware. Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the Department and Contractor arising out of or relating to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Delaware.
18. In the event Contractor is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who provides particular goods or services to the Contractor that impact the budget for this Contract, Contractor agrees to reimburse the State of Delaware, Department of Health and Social Services for the pro-rata portion of the damages awarded that are attributable to the goods or services used by the Contractor to fulfill the requirements of this Contract. In the event Contractor refuses or neglects after reasonable written notice by the Department to bring such antitrust action, Contractor shall be deemed to have assigned such action to the Department.
19. Contractor covenants that it presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that in the performance of this contract, it shall not employ any person having such interest.
20. Contractor covenants that it has not employed or retained any company or person who is working primarily for the Contractor, to solicit or secure this agreement, by improperly influencing the Department or any of its employees in any professional procurement process; and, the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the violation of this provision, the Department shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
21. The Department shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. Contractor shall have no right to copyright any material produced in whole or in part under this Contract. Upon the request of the Department, the Contractor shall execute

additional documents as are required to assure the transfer of such copyrights to the Department.

If the use of any services or deliverables is prohibited by court action based on a U.S. patent or copyright infringement claim, Contractor shall, at its own expense, buy for the Department the right to continue using the services or deliverables or modify or replace the product with no material loss in use, at the option of the Department.

22. Contractor agrees that no information obtained pursuant to this Contract may be released in any form except in compliance with applicable laws and policies on the confidentiality of information and except as necessary for the proper discharge of the Contractor's obligations under this Contract.
23. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by authorized representatives of all parties and attached to the original Contract.
24. If the amount of this contract listed in Paragraph C2 is over \$25,000, the Contractor, by their signature in Section E, is representing that the Firm and/or its Principals, along with its subcontractors and assignees under this agreement, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.

#### C. Financial Requirements

1. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract unless, and until, a validly executed Purchase Order is approved by the Secretary of Finance and received by Contractor, *if required by the State of Delaware Budget and Accounting Manual*, and all policies and procedures of the Department of Finance have been met. The obligations of the Department under this Contract are expressly limited to the amount of any approved Purchase Order. The State will not be liable for expenditures made or services delivered prior to Contractor's receipt of the Purchase Order.
2. Total payments under this Contract shall not exceed \$ \_\_\_\_\_ in accordance with the budget presented in Appendix \_\_\_\_\_. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.
3. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services which may have been acquired by or provided to the

Contractor in the performance of this contract. The Department is not responsible for the payment of such subcontractors or suppliers.

4. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the Department and subject to such conditions and revisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed to provide for the incurrence of any obligations of the Department in addition to the total agreed upon price of the Contract.
5. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.
6. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the Department shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.
7. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.
8. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The Department will develop a Contract Amendment authorizing said change. The Amendment shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract. Such amendment shall not be effective until executed by all Parties pursuant to Paragraph B.14.

#### D. Miscellaneous Requirements

1. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 46, (PM # 46, effective 3/11/05), and divisional procedures regarding the reporting and investigation of suspected abuse, neglect, mistreatment, misappropriation of property and significant injury of residents/clients receiving services, including providing testimony at any administrative proceedings arising from such investigations. The policy and procedures are included as Appendix \_\_\_\_\_ to this Contract. It is understood that adherence to this policy

includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the position(s) responsible for the PM46 process in the provider agency. Documentation of staff training on PM46 must be maintained by the Contractor.

2. The Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with the provisions of 29 Del. Code, Chapter 58: "Laws Regulating the Conduct of Officers and Employees of the State," and in particular with Section 5805 (d): "Post Employment Restrictions."
3. *When required by Law*, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code Section 708; and 11 Del. Code, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.
4. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 40, and divisional procedures regarding conducting criminal background checks and handling adverse findings of the criminal background checks. This policy and procedure are included as Appendix \_\_\_\_\_ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the title of the position(s) responsible for the PM40 process in the contractor's agency.
5. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 36 (PM #36, effective 9/24/2008), and divisional procedures regarding minimal requirements of contractors who are engaging in a contractual agreement to develop community based residential arrangements for those individuals served by Divisions within DHSS. This policy and procedure are included as Appendix \_\_\_\_\_ to this Contract. It is understood that adherence to this policy includes individuals/entities that enter into a contractual arrangement (*contractors*) with the DHSS/Division to develop a community based residential home(s) and apartment(s). Contractors shall be responsible for their subcontractors' adherence with this policy and related protocol(s) established by the applicable Division.
6. All Department campuses are tobacco-free. Contractors, their employees and sub-contractors are prohibited from using any tobacco products while on Department property. This prohibition extends to personal vehicles parked in Department parking lots.

E. Authorized Signatures:

For the Contractor:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For the Department:

\_\_\_\_\_  
Rita M. Landgraf  
Secretary

\_\_\_\_\_  
Date

For the Division:

\_\_\_\_\_  
Date



## **CONTRACT APPENDIX A**

### **DIVISION OF STATE SERVICE CENTERS REQUIREMENTS**

1. Funds received and expended under the contract must be recorded so as to permit the Division to audit and account for all contract expenditures in conformity with the terms, conditions, and provisions of this contract, and with all pertinent federal and state laws and regulations. The Division retains the right to approve this accounting system.
2. The Contractor shall recognize that no extra contractual services are approved unless specifically authorized in writing by the Division. Further, the Contractor shall recognize that any and all services performed outside the scope covered by this Contract and attached budgets will be deemed by the Division to be gratuitous and not subject to any financial reimbursement.
3. All products are expected to be free of misspellings and typos, as well as punctuation, grammatical and design errors. Acronyms should be avoided; when used, they should be spelled out on first reference with the acronym in parentheses after that reference. For example, 'Division of Social Services (DSS)' on first reference.
4. No part of any funds under this contract shall be used to pay the salary or expenses of any contractor or agent acting for the contractor, to engage in any activity (lobbying) designed to influence legislation or appropriations pending before the State Legislature and/or Congress.
5. The contractor agrees that, if defunding occurs, all equipment purchased with Division funds for \$1,000.00 or more and a useful life expectancy of one (1) year, will be returned to the Division within thirty (30) days.
6. Contractors receiving Federal funds must comply with all the requirements of the Federal Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governments, and Non-profit Organizations.

**CONTRACT APPENDIX B**  
**SERVICE AND BUDGET DESCRIPTION**

1. Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

E.I. No.: \_\_\_\_\_

2. Division: \_\_\_\_\_

3. Service: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Total Payment shall not exceed \_\_\_\_\_.

5. Payment(s) will be made upon presentation of invoice(s) with supporting documentation that verifies the completed, acceptable deliverable(s). Invoice must contain period of service, Vendor Invoice Number, Vendor EI Number, Contract Number, Division Purchase Order Number and itemized description of the services provided to coincide with the contract deliverables. (See also Paragraph C.2. of the contract)

6. Source of Contract Funding:

\_\_\_\_\_ Federal Funds (CFDA# \_\_\_\_\_ )

\_\_\_\_\_ State Funds

\_\_\_\_\_ Other Funds

\_\_\_\_\_ Combination of Funds

## **APPENDIX H**

### **ADMINISTRATIVE QUESTIONNAIRE**

**Division of State Service Centers  
Office of Community Services  
Administrative Questionnaire**

1. Agency's legal name: \_\_\_\_\_
2. Other names or acronyms used by your organization: \_\_\_\_\_  
\_\_\_\_\_
3. Year your agency was incorporated: \_\_\_\_\_
4. Federal Identification Number (E.I. Number used on payroll returns and government records): \_\_\_\_\_
5. Dates of Agency's Fiscal Year: \_\_\_\_\_
6. Agency operating budget for the current fiscal year: \$ \_\_\_\_\_
7. Total number of staff positions in your agency: \_\_\_\_\_
8. Number of fiscal staff positions in your agency: \_\_\_\_\_

**Please attach an Agency Organizational Chart to this questionnaire.**

9. Address of management office to send checks and correspondence:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
10. Chief Executive Officer's name, title, and phone number:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
11. Chief Fiscal Officer's name, position title and phone **OR** name, address and phone of Contracted accounting service provider:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

12. How many signatures are required to authorize agency disbursements?\_\_\_\_\_
- List the names and titles of persons authorized to sign checks and engage in financial transactions for the agency:\_\_\_\_\_
- 

13. Are there limits to the authority for persons authorized to sign checks or obligate the agency financially? \_\_\_\_Yes \_\_\_\_No

If so, what restrictions exist?

14. Method of Accounting; circle all that apply:

Cash                  Accrual                  Modified Accrual

Manual              Automated              Combination Manual/Automated

15. Provide the name of insurer and the amount of coverage for the following:

Comprehensive General Liability\_\_\_\_\_ \$\_\_\_\_\_

Automotive Liability (Bodily Injury)\_\_\_\_\_ \$\_\_\_\_\_

Automotive Property Damage (to others)\_\_\_\_\_ \$\_\_\_\_\_

**Note: Certificates of Insurance will be required prior to Contracting**

16. Are purchasing procedures in writing and available for review?

\_\_\_\_Yes \_\_\_\_No

17. Does each program have its own separate set of financial records?

\_\_\_\_Yes \_\_\_\_No

If not, how are revenues and expenditures segregated and identified?

18. What method does your agency use to allocate costs among its sources of support? If your agency has a federally approved indirect cost rate, indicate the agency that granted approval, the rate approved, and the time frame for which the rate applies. Attach a copy of the latest Nonprofit Rate Agreement.

**TECHNICAL CAPACITY:**

19. Number of computers used by agency staff to record program information and/or statistics:\_\_\_\_\_
20. Name of software program used by your staff for word processing:\_\_\_\_\_
21. Name of software program(s) used by your staff for data collection:\_\_\_\_\_
22. Number of computers used by your agency's fiscal unit:\_\_\_\_\_
23. Name of financial software program used by your fiscal staff:\_\_\_\_\_

This Page Intentionally Blank

## **APPENDIX I**

### SHELTER QUESTIONNAIRE



## SHELTER QUESTIONNAIRE FORM

*Agency Name* \_\_\_\_\_

*Address* \_\_\_\_\_

\_\_\_\_\_

*Phone Number* \_\_\_\_\_ *Number of Sites* \_\_\_\_\_

*Agency Representative* \_\_\_\_\_ *Title* \_\_\_\_\_

*County:*                      *New Castle* \_\_\_\_\_                      *Kent* \_\_\_\_\_                      *Sussex* \_\_\_\_\_

**List names and addresses of all sites (will be kept confidential), and service type (E or T):**

Complete the following information based on an average of your shelter sites.

### Policies and Procedures

1. Is a policy established for site operation and posted for residents to view?  
\_\_\_\_\_ Yes    \_\_\_\_\_ No (Please attach a copy if available.)
  
2. Does policy indicate the following: responsibilities of residents \_\_\_\_\_ Yes    \_\_\_\_\_ No  
Eviction/graduation criteria \_\_\_\_\_ Yes    \_\_\_\_\_ No  
Prohibited activities \_\_\_\_\_ Yes    \_\_\_\_\_ No  
Incident reporting \_\_\_\_\_ Yes    \_\_\_\_\_ No  
Grievance procedure \_\_\_\_\_ Yes    \_\_\_\_\_ No  
Allowance of visitors \_\_\_\_\_ Yes    \_\_\_\_\_ No
  
3. Do residents sign a statement, releasing shelter of liability in event of injury or death?  
\_\_\_\_\_ Yes    \_\_\_\_\_ No
  
4. Is there a weather-related policy that exists (i.e. Code Purple)? \_\_\_\_\_ Yes    \_\_\_\_\_ No
  
5. Are there policies that address sexual harassment and discrimination?  
\_\_\_\_\_ Yes    \_\_\_\_\_ No

6. Are there policies addressing injuries and notification of police and funding sources?  
\_\_\_\_\_ Yes \_\_\_\_\_ No (Please explain)
7. Have you had any serious incidents within the past six months? \_\_\_\_\_ Yes \_\_\_\_\_ No  
If yes, please explain.

### **Program Review**

1. What is the target population?
2. What eligibility criteria are used?
3. What is the admission process?
4. What is the length of time between contact, intake interview and acceptance or rejection?
5. What is the process to meet the needs of those not accepted into shelter?
6. Are persons suffering from mental illness or addiction accepted? \_\_\_\_\_ Yes \_\_\_\_\_ No
7. Is there a sobriety requirement for those suffering from drug and/or alcohol addiction?  
\_\_\_\_\_ Yes \_\_\_\_\_ No If yes, how is it verified?
8. Is medication management available? \_\_\_\_\_ Yes \_\_\_\_\_ No
9. Are residents required to leave premises during the day? \_\_\_\_\_ Yes \_\_\_\_\_ No  
If yes, please explain the policy.

10. Is there a curfew in the evening? \_\_\_\_\_ Yes \_\_\_\_\_ No
11. Are residents permitted to work (even evening/overnight hours)? \_\_\_\_\_ Yes \_\_\_\_\_ No  
If yes, is childcare available to working residents who need it? \_\_\_\_\_ Yes \_\_\_\_\_ No
12. Are house meetings conducted on a regular basis? \_\_\_\_\_ Yes \_\_\_\_\_ No  
If yes, explain when?
13. Are workshops offered? \_\_\_\_\_ Yes \_\_\_\_\_ No (List types of workshops)
14. Are residents responsible for cooking and/ or cleaning? \_\_\_\_\_ Yes \_\_\_\_\_ No
15. Is a savings plan available for residents? \_\_\_\_\_ Yes \_\_\_\_\_ No If yes, how is it managed?
16. Are toiletries and clothing provided? \_\_\_\_\_ Yes \_\_\_\_\_ No
17. Are transportation costs covered (bus tickets provided)? \_\_\_\_\_ Yes \_\_\_\_\_ No
18. How are residents counted? Does it represent an unduplicated count? Please explain.

### Case Management Services

1. Is your agency a registered, active and consistent user of DE-HMIS, as explained in the RFP?  
\_\_\_\_\_ Yes \_\_\_\_\_ No If yes, since what year? \_\_\_\_\_
2. Is there a staff person designated as a case manager? \_\_\_\_\_ Yes \_\_\_\_\_ No
3. Is an assessment of client needs completed? Is a treatment plan of future goals developed with resident? (Please explain)
4. Is the client assessed for employability? \_\_\_\_\_ Yes \_\_\_\_\_ No
5. Is there collaboration with other agencies to provide social services needed to ensure that residents return to self-sufficiency? \_\_\_\_\_ Yes \_\_\_\_\_ No  
If yes, list and explain other agencies.

6. Are follow-up case management services provided to former residents for  
3 months? \_\_\_\_\_ Yes \_\_\_\_\_ No                      6 months? \_\_\_\_\_ Yes \_\_\_\_\_ No
7. Are residents given an exit interview/opinion survey upon departure?  
\_\_\_\_\_ Yes \_\_\_\_\_ No
8. Is there a tracking system to follow departed residents? \_\_\_\_\_ Yes \_\_\_\_\_ No

### **Staffing**

1. Are there paid Resident Managers (RM) on duty on a 24-hour basis? \_\_\_\_\_ Yes \_\_\_\_\_ No
2. Do the RM's receive training? \_\_\_\_\_ Yes \_\_\_\_\_ No
3. Are the RM's over age 21? \_\_\_\_\_ Yes \_\_\_\_\_ No
4. Is there a back-up policy in place if RM is not available (i.e. due to illness)?  
\_\_\_\_\_ Yes \_\_\_\_\_ No
5. Is a background check performed on all staff? \_\_\_\_\_ Yes \_\_\_\_\_ No
6. Are volunteers used and in what capacity? \_\_\_\_\_ Yes \_\_\_\_\_ No
7. Do volunteers supplement/ replace what would be paid employees?  
\_\_\_\_\_ Yes \_\_\_\_\_ No
8. What is the number of employees working 8:00 AM - 4:30 PM? \_\_\_\_\_  
4:30 PM – 12 midnight? \_\_\_\_\_  
12 midnight – 8:00 AM? \_\_\_\_\_
9. Are overnight staff permitted to sleep? \_\_\_\_\_ Yes \_\_\_\_\_ No
10. What are the responsibilities of overnight staff?

### **Fire Safety**

1. Is the shelter site(s) smoke-free? \_\_\_\_\_ Yes \_\_\_\_\_ No
2. Does each site have a sprinkler system? \_\_\_\_\_ Yes \_\_\_\_\_ No

3. Does each site have smoke detectors? \_\_\_\_\_ Yes \_\_\_\_\_ No
4. Does each site have fire alarms? \_\_\_\_\_ Yes \_\_\_\_\_ No How many?\_\_\_\_\_ (approx)
5. Does each site have fire extinguishers? \_\_\_\_\_ Yes \_\_\_\_\_ No  
How many?\_\_\_\_\_ (approx)
6. Does each site have carbon monoxide detectors? \_\_\_\_\_ Yes \_\_\_\_\_ No  
How many?\_\_\_\_\_ (approx)
7. Does each site have a current license to operate for the number of persons it can serve?  
\_\_\_\_\_ Yes \_\_\_\_\_ No
8. Does the Fire Marshall regularly inspect each site? \_\_\_\_\_ Yes \_\_\_\_\_ No  
Give date of last visit.
9. Are fire drills conducted? \_\_\_\_\_ Yes \_\_\_\_\_ No On what basis?

### **Capacity**

1. What is the legal capacity of each site? (Please list all site names and capacities)
2. What is the agency's defined capacity of each site (if different than above)?  
(This should correspond to regular bed space made available at the site)
3. Since State Fiscal Year 2010 (July 1, 2009 to June 30, 2010), has your total bed capacity  
\_\_\_\_\_ INCREASED, \_\_\_\_\_ DECREASED, \_\_\_\_\_ Remained the same.  
If applicable, by how many beds? \_\_\_\_\_  
Explain reason for increase or decrease in bed capacity.
3. Does the number of beds in #2. include cribs? \_\_\_\_\_ Yes \_\_\_\_\_ No  
If yes, how many? \_\_\_\_\_
- If no, are cribs in addition to regular beds? \_\_\_\_\_ Yes \_\_\_\_\_ No***  
If yes, how many? \_\_\_\_\_
4. Does the number of beds in #2. include cots or other temporary beds?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, how many? \_\_\_\_\_

If no, are temporary beds available in addition to regular beds?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, how many? \_\_\_\_\_

5. How many units of lodging (number of persons housed x number of nights they were in residence) were provided at this site in State Fiscal Year 2010 (July 1, 2009 to June 30, 2010, ONLY)? \_\_\_\_\_

6. During State Fiscal Year 2010 (July 1, 2009 to June 30, 2010 ONLY), how many of the following were housed at this site:

Households \_\_\_\_\_

Men \_\_\_\_\_

Women \_\_\_\_\_

Children (ages 0-2) \_\_\_\_\_

Children (ages 3-4) \_\_\_\_\_

Children (ages 5-18) \_\_\_\_\_

7. In State Fiscal Year 2010 (July 1, 2009 to June 30, 2010 ONLY):

What was the total cost of operating all sites before depreciation and amortization?

\$ \_\_\_\_\_

Did OCS help to support the cost of operating these sites? \_\_\_\_ Yes \_\_\_\_ No

If yes, what amount of funding received from OCS was used to support these sites?

\$ \_\_\_\_\_

What percentage of the total cost of operations (not including depreciation and amortization) was supported by funds received from OCS? \_\_\_\_\_%

8. During State Fiscal Year 2010 (July 1, 2009 to June 30, 2010 ONLY) did your agency have contracts for services at your shelter site(s) with any other funding sources?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, list: Entities with which your agency contracted; the contract amount; a brief description of the services contracted for; the basis for and rate of payment.

Do you expect the contract(s) listed above to be renewed or re-negotiated? Explain why or why not.

**Accessibility to Disabled Persons**

(Please refer to section VII. C. Special Considerations, in the RFP)

**Accommodations for Visually Impaired**

1. Do you currently serve persons who are visually impaired? \_\_\_\_\_ Yes \_\_\_\_\_ No
2. Spaces are reasonably obstacle-free? \_\_\_\_\_ Yes \_\_\_\_\_ No
3. Are major appliances labeled, especially in kitchen, if residents are permitted or encouraged to prepare meals? \_\_\_\_\_ Yes \_\_\_\_\_ No
4. Are telephones user-friendly? \_\_\_\_\_ Yes \_\_\_\_\_ No
5. Accommodations for seeing-eye dog? \_\_\_\_\_ Yes \_\_\_\_\_ No
6. Is provider willing to allow a representative of the Division of Visually Impaired to come in for orientation and mobility with the client, if client is staying for an extended period of time? \_\_\_\_\_ Yes \_\_\_\_\_ No

**Accommodations for Physically Disabled**

1. Do you currently serve persons who are physically disabled? \_\_\_\_\_ Yes \_\_\_\_\_ No
2. Does each shelter site have entrance / exit ramps? \_\_\_\_\_ Yes \_\_\_\_\_ No
3. Are inside areas of shelter sites wheelchair accessible? \_\_\_\_\_ Yes \_\_\_\_\_ No
4. Are bathrooms and bedrooms wheelchair accessible? \_\_\_\_\_ Yes \_\_\_\_\_ No
5. Are bathrooms equipped with handrails? \_\_\_\_\_ Yes \_\_\_\_\_ No

## **APPENDIX J**

### **NOTIFICATION FORM**



## Notification Form

The following is a list of all Contracts awarded by the State of Delaware during the last three (3) years to \_\_\_\_\_:

(Agency Name or Predecessor Firm)

1. Contract Award from: \_\_\_\_\_  
(Department/Division)

Contract Period: \_\_\_\_\_ to \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Division Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

2. Contract Award from: \_\_\_\_\_  
(Department/Division)

Contract Period: \_\_\_\_\_ to \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Division Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

3. Contract Award from: \_\_\_\_\_  
(Department/Division)

Contract Period: \_\_\_\_\_ to \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Division Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**ADD ADDITIONAL PAGES AS NEEDED.**